

REMARKS

Reconsideration and allowance are requested.

A substitute specification is submitted along with a marked up copy to make several editorial type changes and to capitalize the trademark as requested. No new matter is believed to be added. Confirmation of same and entry of the substitute specification are respectfully requested.

Claims 12-15 and 17 are objected to noting informalities. Claims 12 and 17 are amended to adopt the Examiner's suggestion. Withdrawal is requested.

Claims 1, 12 and 16 are amended to further clarify the meaning of the term "device-type associated commitment." The amended language finds example support at page 6, line 31 to page 7, line 16 of the specification. In addition, several apparatus claims are amended to remove "means" language.

Applicants note with appreciation the indication of allowable subject matter in claims 3, 11, 14, and 20.

The remaining claims stand rejected for anticipation based on Franks. This rejection is respectfully traversed.

To establish that a claim is anticipated, the Examiner must point out where each and every limitation in the claim is found in a single prior art reference. *Scripps Clinic & Research Found. v. Genentec, Inc.*, 927 F.2d 1565 (Fed. Cir. 1991). Every limitation contained in the claims must be present in the reference, and if even one limitation is missing from the reference, then it does not anticipate the claim. *Kloster Speedsteel AB v. Crucible, Inc.*, 793 F.2d 1565 (Fed. Cir. 1986). Franks fails to satisfy this rigorous standard.

The Examiner refers to paragraph 3.2.2 on page 11 and states that having the username in the header "shows that the device is associated with the user." But this is not the meaning of the term "device-type associated commitment." As explained in the description from page 6, line 31 to page 7, line 16, a device-type associated commitment defines a capability that all devices of a particular TYPE are obliged to support. One particular example given in the description is e.g., that any terminal based on the Sony-Ericsson-Mobile 4.6 software supports DRM, which means that the information that the user agent is "SEM4.6" is information associated with a commitment valid for all devices of the type having a SEM4.6 user agent.

Frank describes an association between a particular device and a particular user. But how does that device-user association define a device-type associated commitment "for devices of a particular device-type regarding what capability the devices support"? Frank does not disclose any device-type commitments and information associated with such. Any authorization or "signature"-like activities in the cited document is directed to the USERNAME. Nor is a connection between the user and a device a part of the authorization or signature. Consequently, even if the USERNAME is authorized, that does not mean that either the device or the device-type is authorized.

Lacking all the features in the independent claims, the anticipation rejection should be withdrawn. The application is in condition for allowance.

SKOG, R. et al.
Appl. No. 10/779,862
February 21, 2008

Respectfully submitted,

NIXON & VANDERHYE P.C.

By:



John R. Lastova
Reg. No. 33,149

JRL:maa
901 North Glebe Road, 11th Floor
Arlington, VA 22203-1808
Telephone: (703) 816-4000
Facsimile: (703) 816-4100